

Hearing Date: February 21, 2008  
Hearing Time: 10:00 a.m. (prevailing Eastern time)

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UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

-----	x	
	:	
In re	:	Chapter 11
	:	
DELPHI CORPORATION, <u>et al.</u> ,	:	Case No. 05-44481 (RDD)
	:	
Debtors.	:	(Jointly Administered)
-----	x	

DECLARATION OF MICHAEL BAUMAN IN SUPPORT OF DEBTORS' OBJECTION TO  
SUPPLEMENTAL MOTION OF AUTOMODULAR ASSEMBLIES INC., TEC-MAR DISTRIBUTION  
SERVICES, INC., AND AUTOMODULAR ASSEMBLIES (OHIO) INC. TO COMPEL ASSUMPTION  
OR REJECTION OF EXECUTORY CONTRACTS AND ALLOW AND  
DIRECT PAYMENT OF ADMINISTRATIVE EXPENSE CLAIM

("DECLARATION OF MICHAEL BAUMAN")

Michael Bauman declares as follows:

1. Delphi Corporation and certain of its subsidiaries and affiliates are debtors and debtors-in-possession in these chapter 11 cases. I submit this declaration in support of the Debtors' Objection To Supplement In Support Of Motion Of Automodular Assemblies Inc., Tec-Mar Distribution Services, Inc. And Automodular Assemblies (Ohio) Inc. (collectively, "Automodular") To Compel Assumption Or Rejection Of Executory Contracts And Allow And Direct Payment Of Administrative Expense Claim (the "Supplemental Motion"). Capitalized terms not otherwise defined in this declaration have the meanings ascribed to them in the Debtors' Objection To Motion Of Automodular Assemblies Inc., Tec-Mar Distribution Services, Inc. And Automodular Assemblies (Ohio) Inc. To Compel Assumption Or Rejection Of Executory Contracts And Allow And Direct Payment Of Administrative Expense Claim.

2. Except as otherwise indicated, all facts set forth in this declaration are based upon my personal knowledge, my review of relevant documents, my opinion, and my experience with and knowledge of Delphi Automotive Systems LLC's ("DAS LLC") relationship with Automodular. If I were called upon to testify, I could and would testify to the facts set forth herein.

3. I have worked for DAS LLC, or its predecessor GM Corporation ("GM"), in various capacities since 1982. For more than twenty-two years, since October 1, 1985, I have been involved in purchasing, either as a buyer or manager. From March 2000 to July 2002, I served as a Purchasing Manager for DAS LLC Corporate Purchasing. In that capacity, I was responsible for managing the global buy of all Delphi divisions for electrical motors and actuators and had secondary managerial responsibility for seventeen buyers. From July 2002 through February 2008, I have served in four purchasing manager positions for the DAS LLC Thermal Systems Division ("Delphi Thermal Systems"). In that capacity, I have managed the purchase of electrical, chemical,

and metallic components that are used in HVAC, powertrain cooling, and compressor products. Also in that capacity, I have also supervised up to eight buyers and four administrative assistants and have been responsible for annual purchases exceeding \$600 million. Because my role is supervisory and requires that I step in to resolve problems that have already been identified, I regularly rely on information from the buyers and engineers who interact with our suppliers on a daily basis. I regularly request the information and documents that I need from my colleagues to become familiar with the circumstances of each supplier relationship or concern and assist in resolving those concerns.

DAS LLC's General Process For Ordering Parts

4. As a Delphi Thermal Systems Purchasing Manager since 2002, I have knowledge of the process by which Delphi Thermal Systems orders parts and services. Business teams comprised of, among others, one manager from each business function, including engineering, purchasing, operations, sales and marketing, finance, and production control, oversee the part ordering process. Each business team oversees multiple product teams. I represent the Purchasing Department or Global Supply Management ("GSM") on all four product teams that Delphi Thermal Systems manufactures, including the production of CRFM.

5. Generally, I learn of Delphi Thermal Systems' part requirements from the Sales and Marketing Group which communicates directly with the customer to understand its needs. For example, a customer such as GM may approach Delphi Thermal Systems to request that Delphi Thermal Systems provide goods or services in connection with a particular vehicle model. The Sales and Marketing Group relays the customer's requirements, as stated in its Request For Quotation, to the Cost Estimating Group, which submits to GSM a "request for estimate" summarizing the customer's needs, including part descriptions and part volume

estimates. The Cost Estimating Group formulates its volume estimates for new parts based on information supplied by the customer.

6. Part of this process involves a decision whether Delphi Thermal Systems will perform the manufacturing or assembly work itself, or will obtain the customer's authorization to subcontract the work to others. If Delphi Thermal Systems and the customer – here GM – agree that the work will be subcontracted, GSM creates a request for quotation ("RFQ") based on the information received from Delphi Thermal Systems' customer and included in the request for estimate. Then GSM sends the RFQ to multiple potential suppliers. After receiving RFQs, the potential suppliers bid on the business, i.e., submit price and delivery quotes to Delphi Thermal Systems. Usually, several rounds of bidding occurs before GSM ultimately chooses the most competitive supplier – in terms of both cost and quality – to produce or assemble the parts in question. This process is also known as DAS LLC's "competitive bidding process," "RFQ Process," or "sourcing process."

7. Once Delphi Thermal Systems selects its supplier, it creates a quotation for submission to its customer, for example GM. At this point in the process, Delphi Thermal Systems still has not been awarded GM's business. In other words, GM is to Delphi Thermal Systems as Delphi Thermal Systems is to its suppliers. Thus, Delphi Thermal Systems utilizes quotes from its various suppliers, in addition to Delphi Thermal Systems' internal costs, to determine a price quote for production and assembly of the final part to GM. GM could choose to accept or reject Delphi Thermal Systems' quote. If GM issues a purchase order to Delphi Thermal Systems, only then would Delphi Thermal Systems enter into a supply agreement (typically through purchase orders) with the winning supplier.

8. Once the customer awards a project to Delphi Thermal Systems, Delphi Thermal Systems issues purchase orders to suppliers of parts and service to purchase its requirements on an as needed basis. These purchase orders expressly incorporate Delphi's General Terms and Conditions. As is standard practice, the General Terms and Conditions explain that the purchase orders supersede "all prior oral or written representations and agreements." Accordingly, previous bidding documents are no longer relevant to the terms of the purchasing agreement between Delphi Thermal Systems and its supplier(s). Moreover, each of these purchase orders makes clear on its face that the purchase order is a "requirements contract." The price and a brief description of the parts are listed on the purchase order, but the volume is not listed because the volumes will fluctuate based on customer demand. Rather than contracting for a specified or fixed volume of goods or services, Delphi Thermal Systems and the supplier agree that Delphi Thermal Systems will purchase a percentage, typically 100%, of its requirements for the goods or services from the supplier. It is customary in the auto industry to use requirements contracts because the original equipment manufacturers' volumes cannot be forecast with perfect precision, and requirements contracts provide the flexibility to address these fluctuations that are a part of the industry.

9. In certain instances, Delphi Thermal Systems also enters into long term contracts with its suppliers. Long term contracts provide additional terms that govern the relationship with the supplier. Even when a long term contract exists, purchase orders are issued to authorize every shipment of goods or provision of services. Delphi Thermal Systems' accounts payable system is organized based on purchase order numbers, so every obligation under a long term contract is also the subject of a purchase order. Both the long term contracts and the purchase

orders expressly incorporate by reference DAS LLC's General Terms and Conditions, which provide additional terms and conditions integrated into the purchase order or long term agreement.

10. Long Term Contracts are often signed, and business awarded, years before production actually begins. This timing is necessary to account for the extensive testing, certification, and preliminary production runs that are required before production can begin in earnest.

11. If a problem arises with respect to a particular supplier, GSM is called upon to try to resolve the issue principally because of GSM's close working relationship with Delphi Thermal Systems' suppliers. The buyers assigned to the particular supplier keep me apprised of developments with our suppliers and efforts to resolve outstanding issues, and I consult with them to help solve potential problems with particular suppliers.

Specific Involvement With Automodular

12. Beginning in 2004, Delphi Thermal Systems issued purchase orders to Automodular for the assembly of compressor radiator fan modules ("CRFM") at Automodular's facility in Lordstown, Ohio. Delphi Thermal Systems continued to do business with Automodular's Lordstown facility through February 9, 2008. Since that date, the business has been resourced.

13. In June 2005, Delphi Thermal Systems entered into a long term contract (the "Long Term Contract") for the assembly of CRFM at Automodular's facility in Oshawa, Ontario, Canada. As with all long term contracts, Delphi Thermal Systems also issued purchase orders under this long term contract. (Copies of the Ontario purchase orders are attached hereto as Exhibit A.)

14. Both the Lordstown and Ontario purchase orders and the Long Term Contract expressly state that they are contracts for 100% of Delphi Thermal Systems' requirements. Without exception, the purchase orders provide that "Seller acknowledges and agrees that Buyer's General Terms and Conditions . . . are incorporated in, and a part of [each] contract." (See Motion Exs. A & C.) None of the purchase orders states any quantity of parts to be purchased other than 100% of Delphi Thermal Systems' requirements. Each purchase order also includes a fixed per-piece price for the parts or services as well as a code reference for the goods or services. (See Motion Exs. A & C.) In other words, even if the volume drops, the price per piece remains fixed.

15. In addition, each of the Automodular purchase orders and the Automodular Long Term Contract expressly incorporate Delphi Thermal Systems' General Terms and Conditions. Under the General Terms and Conditions, scheduled shipments and projected volumes may change as Delphi Thermal Systems' customer requirements change. This provision gives the supplier notice of the risk of volume fluctuation.

16. GSM has remained actively involved with Automodular over the course of its relationship with Delphi Thermal Systems. We adjust the pricing on the purchase orders to account for fluctuation in the currency exchange rate as provided for in the Long Term Agreement.

Automodular Requests Price Increases

17. In approximately July 2006, Automodular requested a price adjustment due to a reduction in required volume that caused Automodular to switch from a three-shift production schedule to a two-shift schedule at the Lordstown facility. Automodular also said that volume reductions beginning in January 2006 at the Oshawa facility warrant price increases.

18. The reason that Delphi Thermal Systems and other manufacturers utilize requirements contracts is specifically because our volume requirements are constantly fluctuating.

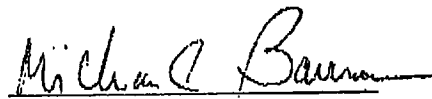
A traditional contract for a fixed volume does not meet Delphi Thermal Systems' business needs.

DAS LLC does not consider a reduction in volume a change in scope.

19. Automodular has also asserted that the Debtors were not authorized to issue a debit memo and adjust the per piece contract price on the Ontario purchase orders when they learned from Automodular that Automodular had been overcharging for grease. (See Supplemental Motion ¶12(e).) Debit memos are DAS LLC's standard tool to adjust for inadvertent overcharges by suppliers and other setoffs and recoupments. The debit memo and the currency adjustments should be made under the terms of the contract rather than delaying these adjustments until Automodular's claim for a price adjustment based on volume reductions is resolved.

I declare under penalty of perjury, pursuant to 28 U.S.C. § 1746, that the foregoing statements are true and correct.

Executed on February 14, 2008 in Lockport, New York.



MICHAEL BAUMAN



## EXHIBIT A

# DELPHI

Delphi Thermal and Interior  
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**Buyer:**

DELPHI AUTOMOTIVE SYSTEMS LLC  
DELPHI THERMAL & INTERIOR DIV  
1401 CROOKS ROAD  
TROY MI 48064  
UNITED STATES

**Deliver to:**

*Please deliver to:  
See Delivery Schedule*

AUTOMODULAR ASSEMBLIES INC  
940 THORTON RD S  
OSHAWA-ONTARIO ON L1J 7E2  
CANADA

**Requirements Contract**

PO Number	Date Issued
550080295	15-Oct-2005
Version	
10-Nov-2006 14:49:09	

Vendor No: 1010938  
DUNS No: 201768996

Payment settled on 2nd, 2nd Month

\*\*\* Condition record changed  
\*\*\* Text changed

00010		52417036	J201 DELPHI T & I LOCKPORT			
		CRFM-AUD-06				
Valid From	Valid To	Currency	Price	Price Unit	UOM	
24-Oct-2005	09-Jan-2006	USD	Redacted		PC	
10-Jan-2006	31-Mar-2006	USD			PC	
01-Jul-2006	30-Sep-2006	USD			PC	
01-Oct-2006	31-Dec-2010	USD			PC	

This Requirement Contract is for 100% unless otherwise specified.

\*\*\* Condition record added  
\*\*\* Condition record changed  
\*\*\* Net price changed

Purchasing Contact: McLean, D. L. *DL*

Phone: 716-439-2480

Fax: 716-439-2216

Contact Address:

CONFIDENTIAL

Date and Time Printed: 10-Nov-2006 14:49:09

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**DELPHI**

Delphi Thermal and Interior

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AUTOMODULAR ASSEMBLIES INC  
940 THORTON RD S  
OSHAWA-ONTARIO ON L1J 7E2  
CANADA

Requirements Content	
PO Number	Date Issued
550080295	15-Oct-2005
Version	
10-Nov-2006 14:49:09	

Delphi Thermal and Interior  
Description

11/10/2006: Price changes eff. 1/10, 4/01, 7/01 & 10/01/2006 per Doug McLean.  
062706 Change Buyer Code  
May 24, 2006: Buyer changed from Fred Clark to Doug McLean  
This is a new asm - does not replace any other asm

\*\*\*\*\*

Suppliers are required to meet all requirements detailed in the Delphi Global Purchasing Supplier Guidelines and reference documents that are available on the Delphi website, [www.delphi.com](http://www.delphi.com), (by clicking on the "Suppliers" in the header).

\*\*\*\*\*

Suppliers are required to meet the requirements of Delphi's Production Part Approval Process as described in the Supplier Performance Development Process (SPDP) and in the Production Part Approval Process (PPAP) Manual. The Production Part Approval Process Manual is available from AJAG (810-358-3003) and the SPDP documents can be provided by the appropriate Supplier Quality Representative. Suppliers must have part manufacturing site approval prior to shipping production quantities. Contact the appropriate Delphi Supplier Quality Representative regarding questions on the approval process or approval status.

\*\*\*\*\*

Restricted, toxic, and hazardous materials - Suppliers are required to comply with current governmental and safety constraints on restricted, toxic and hazardous materials; as well as environmental, electrical and electromagnetic considerations applicable to the country of manufacture and sale. This relates to both the salable product and the manufacturing processes. (Refer also to Terms and Conditions No. 8 "Ingredients Disclosure and Special Warnings Instructions"). Commencement of any work or service under this order shall constitute seller's acceptance of these responsibilities. If you do not accept these responsibilities, please contact the appropriate Delphi's Buyer.

\*\*\*\*\*

Failure Analysis/Corrective Action: Suppliers are expected to perform failure analysis on defective material returned by any Delphi Division. Irreversible corrective action plans for these failures must be developed and implemented. The plans with effective dates are to be reported back to the Delphi Division who requested the analysis.

\*\*\*\*\*

Delphi requires suppliers of productive material be capable of communicating material forecasts, material schedules, shipping notices and associated information through Electronic Data Interchange (EDI). To insure that EDI communications are accurate and effective, each productive material supplier will be required to become EDI Certified by exhibiting their ability to send and/or receive the appropriate EDI messages in accordance with applicable standards prior to providing productive material. EDI Certification will be conducted and coordinated by the EDI Competency organization.

An Internet electronic form alternative solution is intended to provide relief in situations where establishing an in-house EDI capability is a hardship for a supplier providing limited material.

Please refer to Delphi's website: [www.delphi.com](http://www.delphi.com) then Suppliers/Supplier Community Portal / Supplier Standards, for additional information.

\*\*\*\*\*

Seller acknowledges and agrees that Buyer's General Terms and Conditions and Delphi Customer Specific Requirements are incorporated in, and a part of, this contract and each purchase order, release, requisition, work order, shipping instruction, specification and other document issued by Buyer or accepted in writing by Buyer, whether expressed in written form or by electronic data interchange, relating to the goods and/or services to be provided by Seller pursuant to this contract (such documents are collectively referred to as this "Contract"). A copy of Buyer's General Terms and Conditions and Delphi Customer Specific Requirements are available upon written request to Buyer or via the internet at Delphi's website, [delphi.com](http://delphi.com). Seller acknowledges and agrees that it has read and

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Delphi Thermal and Interior

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AUTOMODULAR ASSEMBLIES INC  
940 THORTON RD S  
OSHAWA-ONTARIO ON L1J 7E2  
CANADA

**Requirements Contract**  
PO Number 550080295 Date Issued 15-Oct-2005  
Version 10-Nov-2006 14:49:09

**Delphi Consignment / Subcontracting**

understands Buyer's General Terms and Conditions and Delphi Customer Specific Requirements . If Seller accepts this Contract in writing or commences any of the work or services which are the subject of this Contract, Seller will be deemed to have accepted this Contract and Buyer's General Terms and Conditions and Delphi Customer Specific Requirements in their entirety without modification. Any additions to, changes in, modifications of, or revisions of this Contract (including Buyer's General Terms and Conditions and Delphi Customer Specific Requirements ) which Seller proposes will be deemed to be rejected by Buyer except to the extent that Buyer expressly agrees to accept any such proposals in writing.

\*\*\*\*\*  
All wood packaging must be compliant with the International Standard Phytosanitary Measure #15 in the treatment of wood packaging material. Please reference the "Requirements for the treatment of wood packaging materials" section of the Supplier Community Portal found on [www.delphi.com](http://www.delphi.com) for further details.

\*\*\*\*\*

**Delphi Consignment / Subcontracting:**

1. Consignee agrees to maintain perpetual inventory records, and assist in any inventory reconciliation or re-count, and retain records for at least 2 years.
2. Consignee agrees to submit and reconcile by fax or e-mail, on a mutually agreed upon date, a monthly physical inventory indicating month end balances by part number or raw material code to the Delphi consignment analyst.
3. Consignee agrees to allow Delphi PC&L and Finance Representatives the right and access to audit inventories as requested.
4. Consignee agrees to provide an annual certified (notarized) letter of physical inventory when Delphi conducts its Annual Physical Inventory.
5. Consignee agrees to segregate Delphi material and provide adequate protection and insurance for Delphi inventory from loss or damage.
6. Consignee agrees to verify the accuracy of the material identification and quantity of shipments from Delphi. Consignee must notify the Delphi consignment analyst immediately of any discrepancy.
7. Consignee agrees to verify the accuracy of the material identification and quantity of Delphi material shipped from other suppliers. Consignee must notify the Delphi consignment analyst immediately of any discrepancy. Upon receipt and verification, Consignee will complete a receiving report (foreign or off-site). Copies of Packing Slips and Bills of Lading and receiving report must be faxed to the Delphi consignment analyst. All original Packing Slips and Bills of Ladings, attached to receiving report, must be mailed to Delphi consignment analyst to assure complete and accurate input into Delphi SAP inventory system. Consignee will maintain a copy of the Bills of Lading, Packing Slip and receiving report for 2 years.
8. Consignee agrees to return to Delphi all defective, damaged or scrapped parts unless alternative arrangements have been made with Delphi.
9. If consignee has caused the damage, scrap or loss of parts, Delphi will charge back the consignee.
10. Consignee agrees to ship material directly to Delphi customers if the physical flow warrants.
11. Those consignees who ship to Delphi, another Delphi Consignee or directly to Delphi customers MUST send an "Advanced Shipping Notice" via Electronic Data Interchange to Delphi at time of shipping.
12. Tools and equipment provided for performance of an operation by consignee remain the property of Delphi unless otherwise noted.
13. These terms constitute the consignment agreement between Seller and Buyer with respect to the matters contained in this Contract and supersedes all prior oral or written representations and agreements. These terms may only be modified by a written contract amendment issued by Buyer.

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**DELPHI**

Delphi Thermal and Interior

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**Buyer:**

DELPHI AUTOMOTIVE SYSTEMS LLC  
DELPHI THERMAL & INTERIOR DIV  
1401 CROOKS ROAD  
TROY MI 48064  
UNITED STATES

**Deliver to:**

*Please deliver to:  
See Delivery Schedule*

AUTOMODULAR ASSEMBLIES INC  
940 THORTON RD S  
OSHAWA-ONTARIO ON L1J 7E2  
CANADA

**Requirements Contract**

PO Number 550078480 Date Issued 23-Aug-2005  
Version 05-Jun-2007 15:08:56

Vendor No: 1010938  
DUNS No: 201768996

Payment Terms: ZMM2 Currency: USD

Payment settled on 2nd, 2nd Month

Incoterms: FOB-FREIGHT COLLECT

\*\*\* Condition record changed

Item No.	Material No. Description	Plant
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00010	52445588 CRFM-ATH-06	J201 DELPHI T & I LOCKPORT
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CANADIAN EXCHANGE RATE ADJUSTMENT  
CORRECTION OF PRICING FOR CURRENCY EXCHANGE RATE BASED ON THE LTA AGREEMENT (6/5/07)

Valid From	Valid To	Currency	Price	Price Unit	UOM
23-Aug-2005	30-Sep-2005	USD	Redacted		PC
01-Oct-2005	31-Dec-2005	USD			PC
01-Jan-2006	30-Jun-2006	USD			PC
01-Jul-2006	30-Sep-2006	USD			PC
01-Oct-2006	31-Dec-2006	USD			PC
01-Jan-2007	31-Mar-2007	USD			PC
01-Apr-2007	31-Dec-2007	USD			PC

This Requirement Contract is for 100% unless otherwise specified.

\*\*\* Condition record added

\*\*\* Condition record changed

\*\*\* Net price changed

\*\*\* Text changed  
Purchasing Contact: McLean, D. L.

Contact Address:

Phone: 716-439-2480

Fax: 716-439-2216

**CONFIDENTIAL**

Date and Time Printed: 05-Jun-2007 15:08:56

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**DELPHI**

Delphi Thermal and Interior

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AUTOMODULAR ASSEMBLIES INC  
940 THORTON RD S  
OSHAWA-ONTARIO ON L1J 7E2  
CANADA

**Requirements Contract**

PO Number	Date Issued
550078480	23-Aug-2005
Version	
05-Jun-2007 15:08:56	

Item No.	Material No. Description	Plant
----------	-----------------------------	-------

**Notes:**

11/10/2006: Contract extended per Doug McLean from 1/01/2007 to 12/31/2007, also, price adjustments made eff. 7/01/06 & 10/01/06.  
062706 Change Buyer Code  
May 24, 2006: Buyer changed from Fred Clark to Doug McLean  
10/15/05 per E. Williams change price and validity end date to 9/30/2010.

8/23/05 New P/N replacing 52415726 , shipping to Oshawa (Production).

\*\*\*\*\*

Suppliers are required to meet all requirements detailed in the Delphi Global Purchasing Supplier Guidelines and reference documents that are available on the Delphi website, [www.delphi.com](http://www.delphi.com), (by clicking on the "Suppliers" in the header).

\*\*\*\*\*

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\*\*\*\*\*

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\*\*\*\*\*

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An Internet electronic form alternative solution is intended to provide relief in situations where establishing an in-house EDI capability is a hardship for a supplier providing limited material.

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# DELPHI

Delphi Thermal and Interior

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AUTOMODULAR ASSEMBLIES INC  
340 THORTON RD S  
OSHAWA-ONTARIO ON L1J 7E2  
CANADA

## Requirements Contract

PO Number	Date Issued
550078480	23-Aug-2005
Version	
05-Jun-2007 15:08:56	

Item No.	Material No.	Plant
Description		

### Notes Continued:

\*\*\*\*\*  
Seller acknowledges and agrees that Buyer's General Terms and Conditions and Delphi Customer Specific Requirements are incorporated in, and a part of, this contract and each purchase order, release, requisition, work order, shipping instruction, specification and other document issued by Buyer or accepted in writing by Buyer, whether expressed in written form or by electronic data interchange, relating to the goods and/or services to be provided by Seller pursuant to this contract (such documents are collectively referred to as this "Contract"). A copy of Buyer's General Terms and Conditions and Delphi Customer Specific Requirements are available upon written request to Buyer or via the internet at Delphi's website, delphi.com. Seller acknowledges and agrees that it has read and understands Buyer's General Terms and Conditions and Delphi Customer Specific Requirements. If Seller accepts this Contract in writing or commences any of the work or services which are the subject of this Contract, Seller will be deemed to have accepted this Contract and Buyer's General Terms and Conditions and Delphi Customer Specific Requirements in their entirety without modification. Any additions to, changes in, modifications of, or revisions of this Contract (including Buyer's General Terms and Conditions and Delphi Customer Specific Requirements) which Seller proposes will be deemed to be rejected by Buyer except to the extent that Buyer expressly agrees to accept any such proposals in writing.  
\*\*\*\*\*

All wood packaging must be compliant with the International Standard Phytosanitary Measure #15 in the treatment of wood packaging material. Please reference the "Requirements for the treatment of wood packaging materials" section of the Supplier Community Portal found on [www.delphi.com](http://www.delphi.com) for further details.

### Delphi Consignment / Subcontracting:

1. Consignee agrees to maintain perpetual inventory records, and assist in any inventory reconciliation or re-count, and retain records for at least 2 years.
2. Consignee agrees to submit and reconcile by fax or e-mail, on a mutually agreed upon date, a monthly physical inventory indicating month end balances by part number or raw material code to the Delphi consignment analyst.
3. Consignee agrees to allow Delphi PC&L and Finance Representatives the right and access to audit inventories as requested.
4. Consignee agrees to provide an annual certified (notarized) letter of physical inventory when Delphi conducts its Annual Physical Inventory.
5. Consignee agrees to segregate Delphi material and provide adequate protection and insurance for Delphi inventory from loss or damage.
6. Consignee agrees to verify the accuracy of the material identification and quantity of shipments from Delphi. Consignee must notify the Delphi consignment analyst immediately of any discrepancy.
7. Consignee agrees to verify the accuracy of the material identification and quantity of Delphi material shipped from other suppliers. Consignee must notify the Delphi consignment analyst immediately of any discrepancy. Upon receipt and verification, Consignee will complete a receiving report (foreign or off-site). Copies of Packing Slips and Bills of Lading and receiving report must be faxed to the Delphi consignment analyst. All original Packing Slips and Bills of Lading, attached to receiving report, must be mailed to Delphi consignment analyst to assure complete and accurate input into Delphi SAP inventory system. Consignee will maintain a copy of the Bills of Lading, Packing Slip and receiving report for 2 years.
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9. If consignee has caused the damage, scrap or loss of parts, Delphi will charge back the consignee.
10. Consignee agrees to ship material directly to Delphi customers if the physical flow warrants.
11. Those consignees who ship to Delphi, another Delphi Consignee or directly to Delphi customers MUST send an "Advanced Shipping Notice" via Electronic Data Interchange to Delphi at time of shipping.
12. Tools and equipment provided for performance of an operation by consignee remain the property of Delphi unless otherwise noted.
13. These terms constitute the consignment agreement between Seller and Buyer with respect to the matters contained in this Contract and supersedes all prior oral or written representations and agreements. These terms may only be modified by a written contract amendment issued by Buyer.

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# DELPHI

Delphi Thermal and Interior

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## Buyer:

DELPHI AUTOMOTIVE SYSTEMS LLC  
DELPHI THERMAL & INTERIOR DIV  
1401 CROOKS ROAD  
TROY MI 48084  
UNITED STATES

## Deliver to:

*Please deliver to:  
See Delivery Schedule*

AUTOMODULAR ASSEMBLIES INC  
940 THORTON RD S  
OSHAWA-ONTARIO ON L1J 7E2  
CANADA

## Requirements Contract

PO Number	Date Issued
550078481	23-Aug-2005
Version	
05-Jun-2007 14:31:46	

Vendor No: 1010938  
DUNS No: 201768996

Payment Terms: ZKN2 Currency: USD

Payment settled on 2nd, 2nd Month

Incoterms: FOB-FREIGHT COLLECT

\*\*\* Condition record changed

\*\*\* Condition record changed

Item No.	Material No. Description	Plant			
00010	52445589 CRFM-ATH-06	J201 DELPHI T & I LOCKPORT			
CORRECTION OF PRICING FOR CURRENCY EXCHANGE RATE BASED ON THE LTA AGREEMENT (6/5/07)					
Valid From	Valid To	Currency	Price	Price Unit	UOM
23-Aug-2005	30-Sep-2005	USD	Redacted		PC
01-Oct-2005	31-Dec-2005	USD		PC	
01-Jan-2006	31-Mar-2006	USD		PC	
01-Apr-2006	30-Jun-2006	USD		PC	
01-Jul-2006	30-Sep-2006	USD		PC	
01-Oct-2006	31-Dec-2006	USD		PC	
01-Jan-2007	31-Mar-2007	USD		PC	
01-Apr-2007	31-Dec-2007	USD		PC	

This Requirement Contract is for 100% unless otherwise specified.

\*\*\* Condition record added

\*\*\* Condition record changed

\*\*\* Net price changed

\*\*\* Text changed

Purchasing Contact: McLean, D. L.

Contact Address:

Phone: 716-439-2480

Fax: 716-439-2216

Date and Time Printed: 05-Jun-2007 14:31:46

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AUTO-083



**DELPHI**

Delphi Thermal and Interior

Page 2 of 3

AUTOMODULAR ASSEMBLIES INC  
940 THORTON RD S  
OSHAWA-ONTARIO ON L1J 7E2  
CANADA

**Requirements Contract**

PO Number	Date Issued
550078481	23-Aug-2005
Version	
05-Jun-2007 14:31:46	

Item No.	Material No. Description	Plant
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**Notes:**

11/10/2006: Contract extended per Doug McLean from 1/01/2007 to 12/31/2007, also, price adjustments made eff. 4/01/06 7/01/2006 & 10/01/06.  
062706 Change Buyer Code  
May 24, 2006: Buyer changed from Fred Clark to Doug McLean  
11/4/05 per E. Williams change price.

10/15/05 per E. Williams change price and validity end date to 09/30/2010.

8/23/05 New P/N replacing 52415726, shipping to Tillsonburg (Service). Cust P/N 15805147

\*\*\*\*\*  
Suppliers are required to meet all requirements detailed in the Delphi Global Purchasing Supplier Guidelines and reference documents that are available on the Delphi website, [www.delphi.com](http://www.delphi.com), (by clicking on the "Suppliers" in the header).

\*\*\*\*\*  
Suppliers are required to meet the requirements of Delphi's Production Part Approval Process as described in the Supplier Performance Development Process (SPDP) and in the Production Part Approval Process (PPAP) Manual. The Production Part Approval Process Manual is available from AIAG (810-358-3003) and the SPDP documents can be provided by the appropriate Supplier Quality Representative. Suppliers must have part manufacturing site approval prior to shipping production quantities. Contact the appropriate Delphi Supplier Quality Representative regarding questions on the approval process or approval status.

\*\*\*\*\*  
Restricted, toxic, and hazardous materials - Suppliers are required to comply with current governmental and safety constraints on restricted, toxic and hazardous materials; as well as environmental, electrical and electromagnetic considerations applicable to the country of manufacture and sale. This relates to both the salable product and the manufacturing processes. (Refer also to Terms and Conditions No. 8 "Ingredients Disclosure and Special Warnings Instructions"). Commencement of any work or service under this order shall constitute seller's acceptance of these responsibilities. If you do not accept these responsibilities, please contact the appropriate Delphi's Buyer.

\*\*\*\*\*  
Failure Analysis/Corrective Action: Suppliers are expected to perform failure analysis on defective material returned by any Delphi Division. Irreversible corrective action plans for these failures must be developed and implemented. The plans with effective dates are to be reported back to the Delphi Division who requested the analysis.

\*\*\*\*\*  
Delphi requires suppliers of productive material be capable of communicating material forecasts, material schedules, shipping notices and associated information through Electronic Data Interchange (EDI). To insure that EDI communications are accurate and effective, each productive material supplier will be required to become EDI Certified by exhibiting their ability to send and/or receive the appropriate EDI messages in accordance with applicable standards prior to providing productive material. EDI Certification will be conducted and coordinated by the EDI Competency organization.

An Internet electronic form alternative solution is intended to provide relief in situations where establishing an in-house EDI capability is a hardship for a supplier providing limited material.

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**DELPHI**

Delphi Thermal and Interior

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AUTOMODULAR ASSEMBLIES INC  
940 THORTON RD S  
OSHAWA-ONTARIO ON L1J 7E2  
CANADA

**Requirements Contract**

PO Number	Date Issued
550078481	23-Aug-2005
Version	
05-Jun-2007 14:31:46	

Item No.	Material No. Description	Plant
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**Notes Continued:**

Please refer to Delphi's website: [www.delphi.com](http://www.delphi.com) then Suppliers/Supplier Community Portal / Supplier Standards, for additional information.

\*\*\*\*\*  
Seller acknowledges and agrees that Buyer's General Terms and Conditions and Delphi Customer Specific Requirements are incorporated in, and a part of, this contract and each purchase order, release, requisition, work order, shipping instruction, specification and other document issued by Buyer or accepted in writing by Buyer, whether expressed in written form or by electronic data interchange, relating to the goods and/or services to be provided by Seller pursuant to this contract (such documents are collectively referred to as this "Contract"). A copy of Buyer's General Terms and Conditions and Delphi Customer Specific Requirements are available upon written request to Buyer or via the internet at Delphi's website, [delphi.com](http://delphi.com). Seller acknowledges and agrees that it has read and understands Buyer's General Terms and Conditions and Delphi Customer Specific Requirements. If Seller accepts this Contract in writing or commences any of the work or services which are the subject of this Contract, Seller will be deemed to have accepted this Contract and Buyer's General Terms and Conditions and Delphi Customer Specific Requirements in their entirety without modification. Any additions to, changes in, modifications of, or revisions of this Contract (including Buyer's General Terms and Conditions and Delphi Customer Specific Requirements) which Seller proposes will be deemed to be rejected by Buyer except to the extent that Buyer expressly agrees to accept any such proposals in writing.  
\*\*\*\*\*

All wood packaging must be compliant with the International Standard Phytosanitary Measure #15 in the treatment of wood packaging material. Please reference the "Requirements for the treatment of wood packaging materials" section of the Supplier Community Portal found on [www.delphi.com](http://www.delphi.com) for further details.  
\*\*\*\*\*

**Delphi Consignment / Subcontracting:**

1. Consignee agrees to maintain perpetual inventory records, and assist in any inventory reconciliation or re-count, and retain records for at least 2 years.
2. Consignee agrees to submit and reconcile by fax or e-mail, on a mutually agreed upon date, a monthly physical inventory indicating month end balances by part number or raw material code to the Delphi consignment analyst.
3. Consignee agrees to allow Delphi PC&L and Finance Representatives the right and access to audit inventories as requested.
4. Consignee agrees to provide an annual certified (notarized) letter of physical inventory when Delphi conducts its Annual Physical Inventory.
5. Consignee agrees to segregate Delphi material and provide adequate protection and insurance for Delphi inventory from loss or damage.
6. Consignee agrees to verify the accuracy of the material identification and quantity of shipments from Delphi. Consignee must notify the Delphi consignment analyst immediately of any discrepancy.
7. Consignee agrees to verify the accuracy of the material identification and quantity of Delphi material shipped from other suppliers. Consignee must notify the Delphi consignment analyst immediately of any discrepancy. Upon receipt and verification, Consignee will complete a receiving report (foreign or off-site). Copies of Packing Slips and Bills of Lading and receiving report must be faxed to the Delphi consignment analyst. All original Packing Slips and Bills of Ladings, attached to receiving report, must be mailed to Delphi consignment analyst to assure complete and accurate input into Delphi SAP inventory system. Consignee will maintain a copy of the Bills of Lading, Packing Slip and receiving report for 2 years.
8. Consignee agrees to return to Delphi all defective, damaged or scrapped parts unless alternative arrangements have been made with Delphi.
9. If consignee has caused the damage, scrap or loss of parts, Delphi will charge back the consignee.
10. Consignee agrees to ship material directly to Delphi customers if the physical flow warrants.
11. Those consignees who ship to Delphi, another Delphi Consignee or directly to Delphi customers MUST send an "Advanced Shipping Notice" via Electronic Data Interchange to Delphi at time of shipping.
12. Tools and equipment provided for performance of an operation by consignee remain the property of Delphi unless otherwise noted.
13. These terms constitute the consignment agreement between Seller and Buyer with respect to the matters contained in this Contract and supersedes all prior oral or written representations and agreements. These terms may only be modified by a written contract amendment issued by Buyer.

**AUTO-085**

# DELPHI

Delphi Thermal and Interior

Page 1 of 3

## Buyer:

DELPHI AUTOMOTIVE SYSTEMS LLC  
DELPHI THERMAL & INTERIOR DIV  
1401 CROOKS ROAD  
TROY MI 48064  
UNITED STATES

## Requirements Contract

PO Number	Date Issued
550078478	23-Aug-2005
Version	
05-Jun-2007 14:52:01	

## Deliver to:

*Please deliver to:  
See Delivery Schedule*

AUTOMODULAR ASSEMBLIES INC  
940 THORTON RD S  
OSHAWA-ONTARIO ON L1J 7E2  
CANADA

Vendor No: 1010938  
DUNS No: 201768996

Payment Terms: ZMN2 Currency: USD

Payment settled on 2nd, 2nd Month

Incoterms: FOB-FREIGHT COLLECT

\*\*\* Condition record changed

Item No.	Material No. Description	Plant			
00010	52415725 CREM-ATF-06 CANADIAN EXCHANGE RATE ADJUSTMENT CORRECTION OF PRICING FOR CURRENCY EXCHANGE RATE BASED ON THE LTA AGREEMENT (6/5/07)	J201 DELPHI T & I LOCKPORT			
Valid From	Valid To	Currency	Price	Price Unit	UOM
23-Aug-2005	30-Sep-2005	USD	Redacted		PC
01-Oct-2005	31-Dec-2005	USD			PC
01-Jan-2006	30-Jun-2006	USD			PC
01-Jul-2006	30-Sep-2006	USD			PC
01-Oct-2006	31-Dec-2006	USD			PC
01-Jan-2007	31-Mar-2007	USD			PC
01-Apr-2007	31-Dec-2007	USD			PC

This Requirement Contract is for 100% unless otherwise specified.

\*\*\* Condition record added

\*\*\* Condition record changed

\*\*\* Net price changed

\*\*\* Text changed  
Purchasing Contact: McLean, D. L.

Contact Address:

Phone: 716-439-2480

Fax: 716-439-2216

Date and Time Printed: 05-Jun-2007 14:52:01

CONFIDENTIAL

AUTO-086

# DELPHI

Delphi Thermal and Interior

Page 2 of 3

AUTOMODULAR ASSEMBLIES INC  
940 THORTON RD S  
OSHAWA-ONTARIO ON L1J 7E2  
CANADA

## Requirements Contract

PO Number	Date Issued
550078478	23-Aug-2005
Version	
05-Jun-2007 14:52:01	

Item No.	Material No. Description	Plant
----------	-----------------------------	-------

### Notes:

11/10/2006: Contract extended per Doug McLean from 1/01/2007 to 12/31/2007, also, price adjustments made eff. 7/01/06 & 10/01/06.  
062706 Change Buyer Code  
May 24, 2006: Buyer changed from Fred Clark to Doug McLean  
10/15/05 per E. Williams change price and validity end date to 09/30/2010.

8/23/05 This P/N for new CRFM final assembly is replacing P/N 52410855. Cust P/N 15805146

\*\*\*\*\*  
Suppliers are required to meet all requirements detailed in the Delphi Global Purchasing Supplier Guidelines and reference documents that are available on the Delphi website, [www.delphi.com](http://www.delphi.com), (by clicking on the "Suppliers" in the header).

\*\*\*\*\*  
Suppliers are required to meet the requirements of Delphi's Production Part Approval Process as described in the Supplier Performance Development Process (SPDP) and in the Production Part Approval Process (PPAP) Manual. The Production Part Approval Process Manual is available from ATAG (810-358-3003) and the SPDP documents can be provided by the appropriate Supplier Quality Representative. Suppliers must have part manufacturing site approval prior to shipping production quantities. Contact the appropriate Delphi Supplier Quality Representative regarding questions on the approval process or approval status.

\*\*\*\*\*  
Restricted, toxic, and hazardous materials - Suppliers are required to comply with current governmental and safety constraints on restricted, toxic and hazardous materials; as well as environmental, electrical and electromagnetic considerations applicable to the country of manufacture and sale. This relates to both the salable product and the manufacturing processes. (Refer also to Terms and Conditions No. 8 "Ingredients Disclosure and Special Warnings Instructions"). Commencement of any work or service under this order shall constitute seller's acceptance of these responsibilities. If you do not accept these responsibilities, please contact the appropriate Delphi's Buyer.

\*\*\*\*\*  
Failure Analysis/Corrective Action: Suppliers are expected to perform failure analysis on defective material returned by any Delphi Division. Irreversible corrective action plans for these failures must be developed and implemented. The plans with effective dates are to be reported back to the Delphi Division who requested the analysis.

\*\*\*\*\*  
Delphi requires suppliers of productive material be capable of communicating material forecasts, material schedules, shipping notices and associated information through Electronic Data Interchange (EDI). To insure that EDI communications are accurate and effective, each productive material supplier will be required to become EDI Certified by exhibiting their ability to send and/or receive the appropriate EDI messages in accordance with applicable standards prior to providing productive material. EDI Certification will be conducted and coordinated by the EDI Competency organization.

An Internet electronic form alternative solution is intended to provide relief in situations where establishing an in-house EDI capability is a hardship for a supplier providing limited material.

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**DELPHI**

Delphi Thermal and Interior

Page 3 of 3

AUTOMODULAR ASSEMBLIES INC  
940 THORTON RD S  
OSHAWA-ONTARIO ON L1J 7E2  
CANADA

**Requirements Contract**

PO Number	Date Issued
550078478	23-Aug-2005
Version	
05-Jun-2007 14:52:01	

Item No.	Material No. Description	Plant
----------	-----------------------------	-------

**Notes Continued:**

Seller acknowledges and agrees that Buyer's General Terms and Conditions and Delphi Customer Specific Requirements are incorporated in, and a part of, this contract and each purchase order, release, requisition, work order, shipping instruction, specification and other document issued by Buyer or accepted in writing by Buyer, whether expressed in written form or by electronic data interchange, relating to the goods and/or services to be provided by Seller pursuant to this contract (such documents are collectively referred to as this "Contract"). A copy of Buyer's General Terms and Conditions and Delphi Customer Specific Requirements are available upon written request to Buyer or via the internet at Delphi's website, delphi.com. Seller acknowledges and agrees that it has read and understands Buyer's General Terms and Conditions and Delphi Customer Specific Requirements. If Seller accepts this Contract in writing or commences any of the work or services which are the subject of this Contract, Seller will be deemed to have accepted this Contract and Buyer's General Terms and Conditions and Delphi Customer Specific Requirements in their entirety without modification. Any additions to, changes in, modifications of, or revisions of this Contract (including Buyer's General Terms and Conditions and Delphi Customer Specific Requirements) which Seller proposes will be deemed to be rejected by Buyer except to the extent that Buyer expressly agrees to accept any such proposals in writing.

All wood packaging must be compliant with the International Standard Phytosanitary Measure #15 in the treatment of wood packaging material. Please reference the "Requirements for the treatment of wood packaging materials" section of the Supplier Community Portal found on [www.delphi.com](http://www.delphi.com) for further details.

**Delphi Consignment / Subcontracting:**

1. Consignee agrees to maintain perpetual inventory records, and assist in any inventory reconciliation or re-count, and retain records for at least 2 years.
2. Consignee agrees to submit and reconcile by fax or e-mail, on a mutually agreed upon date, a monthly physical inventory indicating month end balances by part number or raw material code to the Delphi consignment analyst.
3. Consignee agrees to allow Delphi PC&L and Finance Representatives the right and access to audit inventories as requested.
4. Consignee agrees to provide an annual certified (notarized) letter of physical inventory when Delphi conducts its Annual Physical Inventory.
5. Consignee agrees to segregate Delphi material and provide adequate protection and insurance for Delphi inventory from loss or damage.
6. Consignee agrees to verify the accuracy of the material identification and quantity of shipments from Delphi. Consignee must notify the Delphi consignment analyst immediately of any discrepancy.
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11. Those consignees who ship to Delphi, another Delphi Consignee or directly to Delphi customers MUST send an "Advanced Shipping Notice" via Electronic Data Interchange to Delphi at time of shipping.
12. Tools and equipment provided for performance of an operation by consignee remain the property of Delphi unless otherwise noted.
13. These terms constitute the consignment agreement between Seller and Buyer with respect to the matters contained in this Contract and supercedes all prior oral or written representations and agreements. These terms may only be modified by a written contract amendment issued by Buyer.

AUTO-088

# DELPHI

Delphi Thermal and Interior

Page 1 of 3

## Buyer:

DELPHI AUTOMOTIVE SYSTEMS LLC  
DELPHI THERMAL & INTERIOR DIV  
1401 CROOKS ROAD  
TROY MI 48084  
UNITED STATES

## Deliver to:

*Please deliver to:*

*See Delivery Schedule*

AUTOMODULAR ASSEMBLIES INC  
940 THORTON RD S  
OSHAWA-ONTARIO ON L1J 7E2  
CANADA

## Requirements Contract

PO Number	Date Issued
550078476	23-Aug-2005
Version	
05-Jun-2007 14:13:39	

Vendor No: 1010938

DUNS No: 201768996

Payment Terms: ZMN2 Currency: USD

Payment settled on 2nd, 2nd Month

Incoterms: FOB-FREIGHT COLLECT

\*\*\* Condition record changed

Item No.	Material No. Description	Plant
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00010

52415724

J201 DELPHI T & I LOCKPORT

CREM-ATK-06

CANADIAN EXCHANGE RATE ADJUSTMENT  
CORRECTION OF PRICING FOR CURRENCY EXCHANGE RATE BASED ON THE LTA AGREEMENT (6/5/07)

Valid From	Valid To	Currency	Price	Price Unit	UOM
23-Aug-2005	30-Sep-2005	USD			PC
01-Oct-2005	31-Dec-2005	USD			PC
01-Jan-2006	30-Jun-2006	USD			PC
01-Jul-2006	30-Sep-2006	USD	Redacted		PC
01-Oct-2006	31-Dec-2006	USD			PC
01-Jan-2007	31-Mar-2007	USD			PC
01-Apr-2007	31-Dec-2007	USD			PC

This Requirement Contract is for 100% unless otherwise specified.

\*\*\* Condition record added

\*\*\* Condition record changed

\*\*\* Net price changed

\*\*\* Text changed

Purchasing Contact: McLean, D. L.

Contact Address:

Phone: 716-439-2480

Fax: 716-439-2216

CONFIDENTIAL

Date and Time Printed: 05-Jun-2007 14:13:39

AUTO-089

**DELPHI**

Delphi Thermal and Interior

Page 2 of 3

AUTOMODULAR ASSEMBLIES INC  
940 THORTON RD S  
OSHAWA-ONTARIO ON L1J 7E2  
CANADA

**Requirements Contract**

PO Number	Date Issued
550078476	23-Aug-2005
Version	
05-Jun-2007 14:13:39	

Item No.	Material No. Description	Plant
----------	-----------------------------	-------

**Notes:**

11/10/2006: Contract extended per Doug McLean from 1/01/2007 to 12/31/2007, also, price adjustments made eff. 7/01/06 & 10/01/06.  
062706 Change Buyer Code  
May 24, 2006: Buyer changed from Fred Clark to Doug McLean  
10/15/05 per E. Williams change price and validity end date.

This P/N is replacing 52406053 (Cust P/N 15298831) - New CRFM final assembly part.

\*\*\*\*\*

Suppliers are required to meet all requirements detailed in the Delphi Global Purchasing Supplier Guidelines and reference documents that are available on the Delphi website, [www.delphi.com](http://www.delphi.com), (by clicking on the "Suppliers" in the header).

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**DELPHI**

Delphi Thermal and Interior

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AUTOMODULAR ASSEMBLIES INC  
940 THORTON RD S  
OSHAWA-ONTARIO ON L1J 7E2  
CANADA

**Requirements Contract**

PO Number	Date Issued
550078476	23-Aug-2005
Version	
05-Jun-2007 14:13:39	

Item No.	Material No.	Plant
Description		

**Notes Continued:**

\*\*\*\*\*  
Seller acknowledges and agrees that Buyer's General Terms and Conditions and Delphi Customer Specific Requirements are incorporated in, and a part of, this contract and each purchase order, release, requisition, work order, shipping instruction, specification and other document issued by Buyer or accepted in writing by Buyer, whether expressed in written form or by electronic data interchange, relating to the goods and/or services to be provided by Seller pursuant to this contract (such documents are collectively referred to as this "Contract"). A copy of Buyer's General Terms and Conditions and Delphi Customer Specific Requirements are available upon written request to Buyer or via the internet at Delphi's website, delphi.com. Seller acknowledges and agrees that it has read and understands Buyer's General Terms and Conditions and Delphi Customer Specific Requirements. If Seller accepts this Contract in writing or commences any of the work or services which are the subject of this Contract, Seller will be deemed to have accepted this Contract and Buyer's General Terms and Conditions and Delphi Customer Specific Requirements in their entirety without modification. Any additions to, changes in, modifications of, or revisions of this Contract (including Buyer's General Terms and Conditions and Delphi Customer Specific Requirements) which Seller proposes will be deemed to be rejected by Buyer except to the extent that Buyer expressly agrees to accept any such proposals in writing.  
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\*\*\*\*\*

**Delphi Consignment / Subcontracting:**

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2. Consignee agrees to submit and reconcile by fax or e-mail, on a mutually agreed upon date, a monthly physical inventory indicating month end balances by part number or raw material code to the Delphi consignment analyst.
3. Consignee agrees to allow Delphi PC&L and Finance Representatives the right and access to audit inventories as requested.
4. Consignee agrees to provide an annual certified (notarized) letter of physical inventory when Delphi conducts its Annual Physical Inventory.
5. Consignee agrees to segregate Delphi material and provide adequate protection and insurance for Delphi inventory from loss or damage.
6. Consignee agrees to verify the accuracy of the material identification and quantity of shipments from Delphi. Consignee must notify the Delphi consignment analyst immediately of any discrepancy.
7. Consignee agrees to verify the accuracy of the material identification and quantity of Delphi material shipped from other suppliers. Consignee must notify the Delphi consignment analyst immediately of any discrepancy. Upon receipt and verification, Consignee will complete a receiving report (foreign or off-site). Copies of Packing Slips and Bills of Lading and receiving report must be faxed to the Delphi consignment analyst. All original Packing Slips and Bills of Lading, attached to receiving report, must be mailed to Delphi consignment analyst to assure complete and accurate input into Delphi SAP inventory system. Consignee will maintain a copy of the Bills of Lading, Packing Slip and receiving report for 2 years.
8. Consignee agrees to return to Delphi all defective, damaged or scrapped parts unless alternative arrangements have been made with Delphi.
9. If consignee has caused the damage, scrap or loss of parts, Delphi will charge back the consignee.
10. Consignee agrees to ship material directly to Delphi customers if the physical flow warrants.
11. Those consignees who ship to Delphi, another Delphi Consignee or directly to Delphi customers MUST send an "Advanced Shipping Notice" via Electronic Data Interchange to Delphi at time of shipping.
12. Tools and equipment provided for performance of an operation by consignee remain the property of Delphi unless otherwise noted.
13. These terms constitute the consignment agreement between Seller and Buyer with respect to the matters contained in this Contract and supersedes all prior oral or written representations and agreements. These terms may only be modified by a written contract amendment issued by Buyer.

AUTO-091



# DELPHI

Delphi Thermal and Interior

Page 1 of 3

**Buyer:**

DELPHI AUTOMOTIVE SYSTEMS LLC  
DELPHI THERMAL & INTERIOR DIV  
1401 CROOKS ROAD  
TROY MI 48064  
UNITED STATES

**Deliver to:**

*Please deliver to:  
See Delivery Schedule*

AUTOMODULAR ASSEMBLIES INC  
940 THORTON RD S  
OSHAWA-ONTARIO ON L1J 7E2  
CANADA

**Requirements Contract**

PO Number 550078479 Date Issued 23-Aug-2005  
Version 05-Jun-2007 14:57:37

Vendor No: 1010938  
DUNS No: 201768996

Payment Terms: ZMN2 Currency: USD

Payment settled on 2nd, 2nd Month

Incoterms: FOB-FREIGHT COLLECT

\*\*\* Condition record changed

Item No.	Material No.	Description	Plant
00010	52415727		J201 DELPHI T & I LOCKPORT
	CRFM-ATJ-06		
CORRECTION OF PRICING FOR CURRENCY EXCHANGE RATE BASED ON THE LTA AGREEMENT (6/5/07)			
Valid From	Valid To	Currency	UOM
23-Aug-2005	30-Sep-2005	USD	PC
01-Oct-2005	31-Dec-2005	USD	PC
01-Jan-2006	30-Jun-2006	USD	PC
01-Jul-2006	30-Sep-2006	USD	PC
01-Oct-2006	31-Dec-2006	USD	PC
01-Jan-2007	31-Mar-2007	USD	PC
01-Apr-2007	31-Dec-2007	USD	PC

This Requirement Contract is for 100% unless otherwise specified.

\*\*\* Condition record added

\*\*\* Condition record changed

\*\*\* Net price changed

\*\*\* Text changed

Purchasing Contact: McLean, D. L.

Phone: 716-439-2480

Fax: 716-439-2216

Contact Address:

Date and Time Printed: 05-Jun-2007 14:57:37

**CONFIDENTIAL**

**AUTO-092**

# DELPHI

Delphi Thermal and Interior

Page 2 of 3

AUTOMODULAR ASSEMBLIES INC  
940 THORTON RD S  
OSHAWA-ONTARIO ON L1J 7E2  
CANADA

## Requirements Contract

PO Number	Date Issued
550078479	23-Aug-2005
Version	
05-Jun-2007 14:57:37	

Item No.	Material No. Description	Plant
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### Notes:

11/10/2006: Contract extended per Doug McLean from 1/01/2007 to 12/31/2007, also, price adjustments made eff. 7/01/06 & 10/01/06.  
062706 Change Buyer Code  
May 24, 2006: Buyer changed from Fred Clark to Doug McLean  
10/15/05 per E. Williams change price and validity end date to 9/30/2010.

8/23/05 New P/N for CRFM final assembly replacing 52406299 (Cust P/N 15802026)

\*\*\*\*\*  
Suppliers are required to meet all requirements detailed in the Delphi Global Purchasing Supplier Guidelines and reference documents that are available on the Delphi website, www.delphi.com, (by clicking on the "Suppliers" in the header).

\*\*\*\*\*  
Suppliers are required to meet the requirements of Delphi's Production Part Approval Process as described in the Supplier Performance Development Process (SPDP) and in the Production Part Approval Process (PPAP) Manual. The Production Part Approval Process Manual is available from AIAG (810-358-3003) and the SPDP documents can be provided by the appropriate Supplier Quality Representative. Suppliers must have part manufacturing site approval prior to shipping production quantities. Contact the appropriate Delphi Supplier Quality Representative regarding questions on the approval process or approval status.

\*\*\*\*\*  
Restricted, toxic, and hazardous materials - Suppliers are required to comply with current governmental and safety constraints on restricted, toxic and hazardous materials; as well as environmental, electrical and electromagnetic considerations applicable to the country of manufacture and sale. This relates to both the salable product and the manufacturing processes. (Refer also to Terms and Conditions No. 8 "Ingredients Disclosure and Special Warnings Instructions"). Commencement of any work or service under this order shall constitute seller's acceptance of these responsibilities. If you do not accept these responsibilities, please contact the appropriate Delphi's Buyer.

\*\*\*\*\*  
Failure Analysis/Corrective Action: Suppliers are expected to perform failure analysis on defective material returned by any Delphi Division. Irreversible corrective action plans for these failures must be developed and implemented. The plans with effective dates are to be reported back to the Delphi Division who requested the analysis.

\*\*\*\*\*  
Delphi requires suppliers of productive material be capable of communicating material forecasts, material schedules, shipping notices and associated information through Electronic Data Interchange (EDI). To insure that EDI communications are accurate and effective, each productive material supplier will be required to become EDI Certified by exhibiting their ability to send and/or receive the appropriate EDI messages in accordance with applicable standards prior to providing productive material. EDI Certification will be conducted and coordinated by the EDI Competency organization.

An Internet electronic form alternative solution is intended to provide relief in situations where establishing an in-house EDI capability is a hardship for a supplier providing limited material.

Please refer to Delphi's website: www.delphi.com then Suppliers/Supplier Community Portal / Supplier Standards, for additional information.

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# DELPHI

Delphi Thermal and Interior

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AUTOMODULAR ASSEMBLIES INC  
940 THORTON RD S  
OSHAWA-ONTARIO ON L1J7E2  
CANADA

## Requirements Contract

PO Number	Date Issued
550078479	23-Aug-2005
Version	
05-Jun-2007 14:57:37	

Item No.	Material No. Description	Plant
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### Notes Continued:

Seller acknowledges and agrees that Buyer's General Terms and Conditions and Delphi Customer Specific Requirements are incorporated in, and a part of, this contract and each purchase order, release, requisition, work order, shipping instruction, specification and other document issued by Buyer or accepted in writing by Buyer, whether expressed in written form or by electronic data interchange, relating to the goods and/or services to be provided by Seller pursuant to this contract (such documents are collectively referred to as this "Contract"). A copy of Buyer's General Terms and Conditions and Delphi Customer Specific Requirements are available upon written request to Buyer or via the internet at Delphi's website, [delphi.com](http://delphi.com). Seller acknowledges and agrees that it has read and understands Buyer's General Terms and Conditions and Delphi Customer Specific Requirements. If Seller accepts this Contract in writing or commences any of the work or services which are the subject of this Contract, Seller will be deemed to have accepted this Contract and Buyer's General Terms and Conditions and Delphi Customer Specific Requirements in their entirety without modification. Any additions to, changes in, modifications of, or revisions of this Contract (including Buyer's General Terms and Conditions and Delphi Customer Specific Requirements) which Seller proposes will be deemed to be rejected by Buyer except to the extent that Buyer expressly agrees to accept any such proposals in writing.

All wood packaging must be compliant with the International Standard Phytosanitary Measure #15 in the treatment of wood packaging material. Please reference the "Requirements for the treatment of wood packaging materials" section of the Supplier Community Portal found on [www.delphi.com](http://www.delphi.com) for further details.

### Delphi Consignment / Subcontracting:

1. Consignee agrees to maintain perpetual inventory records, and assist in any inventory reconciliation or re-count, and retain records for at least 2 years.
2. Consignee agrees to submit and reconcile by fax or e-mail, on a mutually agreed upon date, a monthly physical inventory indicating month end balances by part number or raw material code to the Delphi consignment analyst.
3. Consignee agrees to allow Delphi PC&L and Finance Representatives the right and access to audit inventories as requested.
4. Consignee agrees to provide an annual certified (notarized) letter of physical inventory when Delphi conducts its Annual Physical Inventory.
5. Consignee agrees to segregate Delphi material and provide adequate protection and insurance for Delphi inventory from loss or damage.
6. Consignee agrees to verify the accuracy of the material identification and quantity of shipments from Delphi. Consignee must notify the Delphi consignment analyst immediately of any discrepancy.
7. Consignee agrees to verify the accuracy of the material identification and quantity of Delphi material shipped from other suppliers. Consignee must notify the Delphi consignment analyst immediately of any discrepancy. Upon receipt and verification, Consignee will complete a receiving report (foreign or off-site). Copies of Packing Slips and Bills of Lading and receiving report must be faxed to the Delphi consignment analyst. All original Packing Slips and Bills of Lading, attached to receiving report, must be mailed to Delphi consignment analyst to assure complete and accurate input into Delphi SAP inventory system. Consignee will maintain a copy of the Bills of Lading, Packing Slip and receiving report for 2 years.
8. Consignee agrees to return to Delphi all defective, damaged or scrapped parts unless alternative arrangements have been made with Delphi.
9. If consignee has caused the damage, scrap or loss of parts, Delphi will charge back the consignee.
10. Consignee agrees to ship material directly to Delphi customers if the physical flow warrants.
11. Those consignees who ship to Delphi, another Delphi Consignee or directly to Delphi customers MUST send an "Advanced Shipping Notice" via Electronic Data Interchange to Delphi at time of shipping.
12. Tools and equipment provided for performance of an operation by consignee remain the property of Delphi unless otherwise noted.
13. These terms constitute the consignment agreement between Seller and Buyer with respect to the matters contained in this Contract and supersedes all prior oral or written representations and agreements. These terms may only be modified by a written contract amendment issued by Buyer.

### CANADIAN EXCHANGE RATE ADJUSTMENT

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# DELPHI

Delphi Thermal and Interior

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## Buyer:

DELPHI AUTOMOTIVE SYSTEMS LLC  
DELPHI THERMAL & INTERIOR DIV  
1401 CROOKS ROAD  
TROY MI 48084  
UNITED STATES

## Requirements Contract

PO Number	Date Issued
550080295	15-Oct-2005
Version	
05-Jun-2007 14:47:18	

## Deliver to:

*Please deliver to:*  
*See Delivery Schedule*

AUTOMODULAR ASSEMBLIES INC  
940 THORTON RD S  
OSHAWA-ONTARIO ON L1J 7E2  
CANADA

Vendor No: 1010938  
DUNS No: 201768996

Payment Terms: ZMN2 Currency: USD

Payment settled on 2nd, 2nd Month

Incoterms: FOB-FREIGHT COLLECT

\*\*\* Condition record changed

Item No.	Material No. Description	Plant
00010	52417036 CREM-AUD-06	J201-DELPHI T & I LOCKPORT

CORRECTION OF PRICING FOR CURRENCY EXCHANGE RATE BASED ON THE LTA AGREEMENT (6/5/07)

Valid From	Valid To	Currency	Price	Price Unit	UOM
24-Oct-2005	09-Jan-2006	USD			PC
10-Jan-2006	31-Mar-2006	USD			PC
01-Apr-2006	30-Jun-2006	USD			PC
01-Jul-2006	30-Sep-2006	USD	Redacted		PC
01-Oct-2006	31-Dec-2006	USD			PC
01-Jan-2007	31-Mar-2007	USD			PC
01-Apr-2007	31-Dec-2010	USD			PC

This Requirement Contract is for 100% unless otherwise specified.

\*\*\* Condition record added

\*\*\* Condition record changed

\*\*\* Net price changed

\*\*\* Text changed

Purchasing Contact: McLean, D. L.

Contact Address:

Phone: 716-439-2480

Fax: 716-439-2216

CONFIDENTIAL

Date and Time Printed: 05-Jun-2007 14:47:18

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**DELPHI**

Delphi Thermal and Interior

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AUTOMODULAR ASSEMBLIES INC  
940 THORTON RD S  
OSHAWA-ONTARIO ON L1J 7E2  
CANADA

**Requirements Contract**

PO Number	Date Issued
550080295	15-Oct-2005
Version	
05-Jun-2007 14:47:18	

Item No.	Material No. Description	Plant
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**Notes:**

11/10/2006: Price changes eff. 1/10, 4/01, 7/01 & 10/01/2006 per Doug McLean.  
062706 Change Buyer Code  
May 24, 2006: Buyer changed from Fred Clark to Doug McLean  
This is a new asm - does not replace any other asm

\*\*\*\*\*

Suppliers are required to meet all requirements detailed in the Delphi Global Purchasing Supplier Guidelines and reference documents that are available on the Delphi website, [www.delphi.com](http://www.delphi.com), (by clicking on the "Suppliers" in the header).

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\*\*\*\*\*

Seller acknowledges and agrees that Buyer's General Terms and Conditions and Delphi Customer Specific Requirements are incorporated in, and a part of, this

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**DELPHI**

Delphi Thermal and Interior

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AUTOMODULAR ASSEMBLIES INC  
940 THORTON RD S  
OSHAWA-ONTARIO ON L1J 7E2  
CANADA

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Item No.	Material No. Description	Plant
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**Notes Continued:**

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